IN THE HIGH COURT OF JUDICATURE AT BOMBAY

APPELLATE SIDE

WRIT PETITION NO. 481 OF 2005

SALVATION ARMY ... PETITIONER

Versus

INDIAN OVERSEAS BANK .. RESPONDENT

Mr. S. K. Chaturvedi i/b Chaturvedi & Asso. for petitioner

Mr. A. H. Shukla i/b Shukla Shukla for R

CORAM:-SMT. RANJANA DESAI, J.

DATED:-23-2-2005

P.C.

Heard learned counsel for the parties.

2. On 14th February, 2005, learned counsel for the respondent on instructions from Mr. Dattatray J. Joshi, Sr. Manager of the respondent bank, made a statement that the respondent shall pay the arrears of compensation as per letter dated 22/1/2005 addressed by the Sr. Manager to the advocate of the petitioner. I recorded the said statement in my order of the same date. I

am informed that accordingly the payment is made.

3. The bank is now trying to take up a contention that on account of that payment period of lease deed gets extended upto 2011. I must make it clear that when this statement was made, this point was not argued at all. The lease deed was not pointed out to me. Therefore, my order cannot be interpreted in this manner. If the lease deed is to be extended the parties can always negotiate independent of my order and the lease deed can be got extended but the payment made under my order cannot be interpreted to mean that the bank has extended period of lease because the lease deed was not shown to me and no arguments were advanced on the basis of lease deed. It will be however, open to the parties to negotiate independently on the question of renewal of lease deed.
4. The petitioner has filed a suit in the trial court on the ground that by reason of the new Rent Act, the protection which was available to the bank in now withdrawn. That is a suit for eviction. That shall proceed. The suit is expedited.
5. The learned counsel for the petitioner says that he has instructions to withdraw the petition. Petition is allowed to be withdrawn.